

estate and all interest therein, in trust and confidence, nevertheless, for the following purposes, to wit:

FIRST: To take possession of the said estate and property, and without unnecessary delay, to convert the same into money by the sale of so much as is salable, and collection of so much thereof, as is collectable, and to apply the proceeds, after the payment of the lawful expenses of this trust, including a reasonable commission, payable to said Trustees for their services according to law in such cases, and after the payment of the wages or salaries due to the clerks, employees or servants of the said T. Edgie Russell General Contractor, Inc. for services performed within three months anterior to the execution of this deed, to the payment in full of the debts due and owing by the said Russell without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and, if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a Court of Equity.

SECONDLY: After the payment in full of all the debts aforesaid, and all claims and demands whatsoever against the said Russell for which it may be liable, and all commissions, expenses, and legal fees, in trust to pay the surplus, if any there be, to the said Russell, its proper representatives and assigns.

And the said Russell for the purposes aforesaid, does hereby make, constitute and appoint the said Trustees, its true and lawful attorney, irrevocably, in its name or otherwise, to ask, demand, sue for, recover and receive of and